



**MISSOURI DEPARTMENT OF TRANSPORTATION  
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION  
FOR PURCHASES \$3,000 TO \$24,999.99  
THIS IS NOT AN ORDER**

**REQUEST FOR INFORMAL QUOTATION**

Please quote the lowest prices covering material specified and provide all information requested.

TODAY'S DATE:	09-06-2012	QUOTE DUE BY:	<b>09-12-2012 BY 1:00 PM CST</b>	F.O.B. REQUIREMENTS:	DESTINATION
CONTRACT PERIOD:	NOTICE OF AWARD THROUGH NOVEMBER 30, <b>2013</b> (W/THREE RENEWALS)	QUOTATION NO:	KC-Q12-035	BUYER NAME TELEPHONE NUMBER:	JUDY FRANKE 816-347-4111
District Mailing Address/Facsimile #:	600 NE COLBERN ROAD LEE'S SUMMIT, MO 64086 <b>FAX – 816-622-0070</b> <a href="mailto:Judy.Franke@modot.mo.gov">Judy.Franke@modot.mo.gov</a>	Delivery Location:	VARIOUS LOCATIONS in the KANSAS CITY 9-COUNTY REGION (see map on pg. 2, and pricing page on pg. 3)		

**ON-CALL HAULING SERVICE**

MoDOT Kansas City District may find it necessary to move bulk materials (i.e. sodium chloride (salt), aggregates (rock), premix, haydite, sand, cinders, etc.) between our facilities within the Kansas City 9-County Region (see map, page 2 and pricing page on page 3 for details). Therefore, we are seeking quotations from trucking companies who would have the capability of providing on-call hauling services to move materials around the district, if needed, since professional haulers should have equipment with larger hauling capacities than MoDOT trucks, allowing over-the-road hauling of materials to be accomplished in a more cost-effective manner, while keeping MoDOT staff engaged in their primary job duties of road maintenance and snow removal.

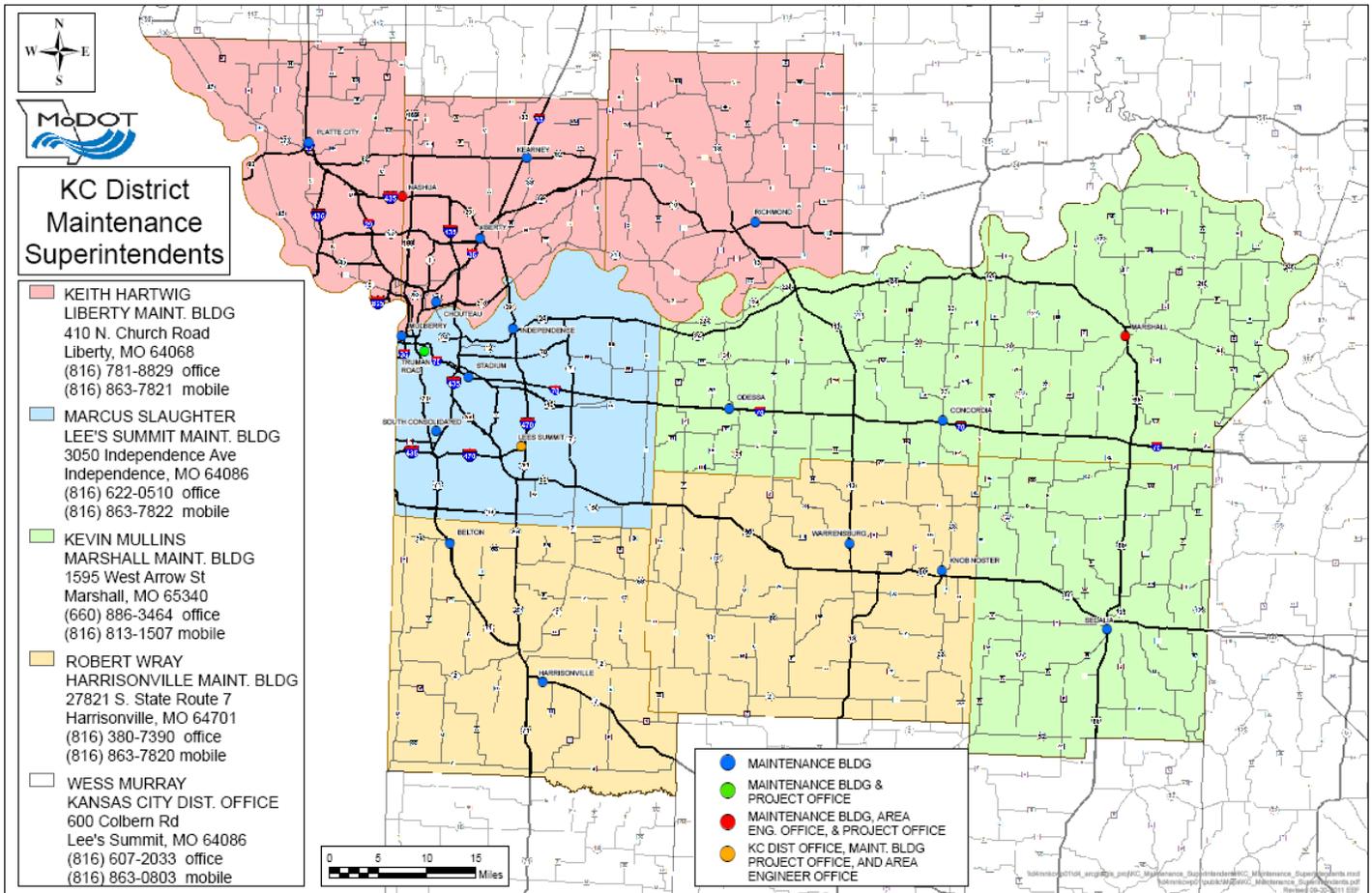
Vendors will be paid a flat rate for each call out, as a mobilization fee, to cover the costs of putting equipment and manpower in place at the originating point and returning at the completion of the project, plus a "per mile" rate for the mileage involved in hauling materials, as described herein (origin to destination). Quoted rates will be provided on a county by county basis on the pricing page (page 3).

Award of this RFQ will not be made to a specific vendor, but all vendors who respond with pricing and other required documentation will be **pre-approved/pre-qualified**, with their pricing locked in according to their quotation responses. A haul rate chart with contact information and haul rate information will then be issued so MoDOT Kansas City personnel can select from the available vendors based upon which quotation is the most economical dependent upon the specific situation, when and if needs for this service arise.

*NOTE: Pre-approval/pre-qualification and listing on the haul rate chart, by responding to this Request For Quotation, does not guarantee any work during the contract or renewal periods, if services are not needed.*

When a need for this service arises, MoDOT will determine the amount of materials to be hauled from the originating county (pick up point) to the destination (delivery point) and work with the vendors, who bid to provide services for the originating county, to compute the number of trips required to complete the movement (based upon an average of 25 tons per load) and the mileage involved (based upon MapQuest or similar computation methods). Then, based upon the quotes received from vendors for the originating county (the county in which the "pick up" facility is located) and using the information on the haul rate chart (call out fees, per mile costs, response time minimums, etc. ) along with mileage estimates, MoDOT will determine the "lowest and best bidder" for each project and contact the vendor to work out the details of the specific job (tonnage requirements, # of units needed, time frame allowed for completion of work, routes & actual mileage, etc.).

<b>Vendor Name:</b>	
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**A larger detailed map of building locations and “MoDOT Contact Information” per building will be shared with vendors at the time of posting the haul rate chart (tabulation) on the GS Bidding Web Site for bidders who submit pricing.**

**WEIGHT LIMITS:** MoDOT facilities do not have scales, so no weighing of the materials will be required. We expect haulers and MoDOT loading crews to use their knowledge of truck capacities, materials and loading capabilities to ensure trucks are loaded to capacity without exceeding legal weight limits (averaging 25 tons per load).

**DEMURRAGE:** MoDOT will be allowed (½) hour to begin loading/unloading each truckload of material free of demurrage, from the start time agreed upon between MoDOT and the vendor when services are requested. If MoDOT delays the vendor from beginning loading/unloading material for greater than (½) hour, the vendor shall be compensated at the rate of \$60 per hour, computed to the nearest 15 minutes. However, the vendor is given the same allowance for performance and delay on the vendor’s part exceeding (½) hour will allow for MoDOT to be compensated in return at the same rate for demurrage by deducting this from the invoice before payment for services is made. It is expected MoDOT and vendor’s will communicate and work together as situations arise to limit such charges.

**FLUCTUATING MARKET CONDITIONS/SEASONAL AVAILABILITY CHANGES:** Prices quoted in response to this **MULTI AWARD** RFQ shall be FIRM for the contract period and any renewals as specified herein. However, MoDOT recognizes economic conditions and market fluctuations may have an impact on vendor’s ability to quote and lock-in pricing for this service. Therefore, suppliers will be allowed to submit revised prices to MoDOT Kansas City District Procurement office, no later than 1:00 PM on the last Monday of each month. Revisions received will go into effect the first day of the following month.

When revised prices/terms are received, an updated haul rate chart (tabulation) will be prepared and posted on the GS Bidding Web Page when the revisions go into effect (first day of the month). **It is the sole responsibility for all bidders to check the website for bid updates.** Revised prices/terms replace previously quoted prices/terms and shall be FIRM for the **next full month** and/or for the remainder of the contract period and renewals, if no other revisions are received. We believe this is the fairest way to obtain competitive pricing while allowing vendors to account for changes in market conditions, on a monthly basis.

## PRICING PAGE

IF YOU HAVE MORE THAN ONE "COMPANY LOCATION" THAT WILL AFFECT PRICING, COPY THIS PAGE.

<b>VENDOR COMPANY NAME:</b>		
<b>STREET NAME:</b>		
<b>CITY:</b>		
<b>ZIP CODE:</b>		
<b>PHONE NUMBER(S):</b>	<b>Office:</b>	<b>Cellular:</b>
<b>HOURS of OPERATION:</b>		
<b>NUMBER of TRUCKS AVAILABLE:</b>		
<b>MINIMUM NOTIFICATION TIME</b> <small>(how much notice needed to mobilize, meet insurance limits and begin hauling)</small>		
<b>AS NEEDED, WHEN NEEDED</b>		
<b>COUNTY</b> <small>(Originating Load)</small>	<b>CALL OUT FEE</b> <small>(Mobilization Cost <u>Per Unit</u>)</small>	<b>MILEAGE RATE</b> <b>Loaded - Origin to Destination</b> <small>(Per Mile Cost)</small>
<b>MoDOT RESPONSIBLE FOR LOADING (No Loader Required)</b>		
<b>CASS</b>	\$ per unit	\$ per mile
<b>CLAY</b>	\$ per unit	\$ per mile
<b>JACKSON</b>	\$ per unit	\$ per mile
<b>JOHNSON</b>	\$ per unit	\$ per mile
<b>LAFAYETTE</b>	\$ per unit	\$ per mile
<b>PETTIS</b>	\$ per unit	\$ per mile
<b>PLATTE</b>	\$ per unit	\$ per mile
<b>RAY</b>	\$ per unit	\$ per mile
<b>SALINE</b>	\$ per unit	\$ per mile

**INSURANCE:** The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

**With your response to the RFQ the Contractor will need to provide a copy of his/her Certificate of Insurance showing coverage, in the amounts required above.** MoDOT reserves the right, at its sole discretion, to determine the date by which this documentation must be provided. The Contractor's inability to provide this documentation may result in his/her quote being rejected. **If you do not currently carry the limits required above, you may still respond to this RFQ and should still provide a copy of your current Certificate of Insurance. Responding to this RFQ, implies you understand these are the limits that MUST be carried before you can perform any work under this agreement, hence, the minimum notification times you indicated above to begin mobilization and hauling should include the time needed for acquiring the proper insurance limits if not already in place.**

**PROHIBITION OF EMPLOYMENT OF UNAUTHORIZED ALIENS:**

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
  - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
  - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit **A**.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo. each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit **B**.

**DELIVERY – ADDITIONAL REQUIREMENTS**

- a. Unless otherwise specified in the proposal, or **preapproved by a MoDOT representative** deliveries will be a **minimum of 500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by a MoDOT representative.
- b. The following days shall be construed as **official holidays** under the terms of the contract.

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day
- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- d. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

**LIQUIDATED DAMAGES**

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$100 per day, per unit requested and agreed upon**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

*All responses to this Request for an Informal Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at fax number 816-622-0070. (or) Email: [Judy.Franke@modot.mo.gov](mailto:Judy.Franke@modot.mo.gov)*

**Notification of MULTI AWARD will be at the time the tabulation is posted to the Internet.**

***Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.***

**VENDOR NOTES**

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

**All bidders must furnish ALL applicable information requested below**

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>
<b>For Corporations - State in which incorporated:</b>	<b>For Others - State of domicile:</b>

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

**M/WBE INFORMATION:** List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

## Preference Certification

**All bidders must furnish ALL applicable information requested below**

**GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:** If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS:** Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business





Missouri Highways and Transportation Commission  
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBES. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Missouri Highways and Transportation Commission  
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

**Tax Exempt Status**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

**Permits, Licenses and Safety Issues**

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

**Temporary Suspension of Work**

The District Engineer or a designated representative shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.